

## **REMARKS/ARGUMENTS**

### **Amendments**

Before this Amendment, claims 1, 3-10, 12-24, 26-28 and 30 were examined. Claims 1 and 10 are amended, and no additional claims are canceled or added. Thus, claims 1, 3-10, 12-24, 26-28 and 30 remain present for examination. Claims 1, 10 and 18 are the independent claims. No new matter is added, as the amendments are supported in the Specification (Original Application, p. 7, ll. 6-17).

The Office Action dated July 5, 2006 ("Office Action") rejected claims 1, 3-10, 12-24, 26-28 and 30 under 35 U.S.C. § 103(a) as being unpatentable over the cited portions of U.S. Patent No. 6,370,514 to Messner (hereinafter "Messner") in view of the cited portions of U.S. Patent No. 6,175,823 to Van Dusen (hereinafter "Van Dusen"), the cited portions of U.S. Patent No. 6,193,155 to Walker (hereinafter "Walker"), and the cited portions of Kolor, "A new era of ATMs breeds much more than cash" (hereinafter "Kolor"). Applicants respectfully request reconsideration of this Application as amended.

### **35 U.S.C. § 103 Rejection, Messner, Van Dusen, Walker, Kolor**

The Office Action rejected independent claims 1, 10 and 18 under 35 U.S.C. § 103(a) as being unpatentable over Messner in view of Van Dusen, Walker and Kolor. To establish a *prima facie* case of obviousness, the prior art references must "teach or suggest all the claim limitations." MPEP § 2143. The Applicants assert that significant limitations from the independent claims are neither taught nor suggested in the references.

More specifically, the cited references simply cannot be relied upon to teach or suggest (1) receiving a fee from the money handler from whom the payment for the electronic gift was received, the fee in addition to and associated with the payment, as recited by claims 1 and 10, (2) redemption of a monetary credit from a first stored value fund through a money handler chosen by the receiver, wherein the money handler is chosen from at least two of: an agent location from which money may be withdrawn by the receiver, a second stored value fund

from which money may be withdrawn by the receiver, a bank, or a money order issuer, as recited by claim 18, or (3) redemption of at least a part of the monetary credit by the money handler chosen by the receiver in the manner described above, the redemption recorded at the first stored value fund, as recited by claim 18.

### **1. Money Handler Fee**

Claims 1 and 10 recite receiving a fee from the money handler from whom the payment for the electronic gift was received, the fee in addition to and associated with the received payment. The Office Action concedes that neither Messner, Van Dusen, nor Walker teach this limitation (Office Action, p. 7, ll. 2-3). Instead, the Office relies on Kolor to teach this limitation, stating that Kolor describes “Zcash . . . wire transfers,” and “ATM-like devices for selling airline tickets” with certain fees associated therewith (Office Action, p. 7, ll. 7-9, *citing* Kolor p. 4).

But the claims clearly differ, calling for receiving a fee from the money handler from whom the payment for the electronic gift was received. The cited portions of Kolor merely discuss wire transfers and airline ticket purchases in isolation. There is no suggestion that airline tickets may be transmitted to others, or may otherwise comprise electronic gifts. Moreover, there is no suggestion that a money handler that pays funds for an ATM wire transfer also be called on to pay a fee associated with the transaction. Additionally, there is simply no teaching that the assessed fee be both in addition to, and associated with, the received payment for the electronic gift. The claimed embodiments recite receiving a fee *from* the *chosen money handler* from whom the payment for the electronic gift was received, the fee in addition to and associated with the received payment. This is clearly quite different than the cited portions of Kolor.

### **2. Receiver Selected Money Handler**

As noted in the previous Amendment dated March 13, 2006, claim 18 calls for redemption of a monetary credit at a first stored value fund through a money handler chosen by the receiver from a plurality of money handlers. The money handler is chosen by the receiver

from at least two of: an agent location from which money may be withdrawn by the receiver, a second stored value fund from which money may be withdrawn by the receiver, a bank, or a money order issuer. The Office Action again appears to cite Walker to teach this limitation (Office Action, p. 6, ll. 14-16, citing Walker, col. 8, ll. 63-64, col. 9, l. 35). But this part of Walker merely discusses a Gift Certificate that is redeemable for merchandise or cash. Walker fails to suggest that the money handler may be chosen by the receiver. Moreover, Walker fails to teach that the choice be from at least two of an agent location, a second stored value fund, a bank, or a money order issuer. As noted in the previous Amendment, the claimed embodiments provide additional flexibility to the receiver that is not taught or suggested in Walker.

### **3. Monetary Credit Redemption**

Claim 18 also calls for the money handler (chosen by the receiver in the manner described above) to record redemption of at least a part of the monetary credit. There is simply no discussion of this limitation, added in the Amendment dated March 13, 2006, in the subsequent Office Action. The claim recites that the redemption is to be recorded at the first stored value fund. Again, there is no teaching in Walker that the second money handler (chosen by the receiver from a plurality of money handlers) record a redemption with the first money handler (chosen by the purchaser).

Therefore, the Applicants respectfully submit that the specified limitations in independent claims 1, 10 and 18 are not taught or suggested by the cited references. These claims are allowable for at least these reasons. Claims 4, 5, 7-14, 16, 18, 21 and 22 each depend from these independent claims, and are believed allowable for at least the same reasons as given above. Applicants, therefore, request that the rejection to these claims under 35 U.S.C. § 103(a) be withdrawn.

## **Conclusion**

In view of the foregoing, Applicants believe all claims now pending in this application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 303-571-4000.

Respectfully submitted,

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/Michael L. Drapkin/

Michael L. Drapkin

Reg. No. 55,127

TOWNSEND and TOWNSEND and CREW LLP  
Two Embarcadero Center, Eighth Floor  
San Francisco, California 94111-3834  
Tel: 303-571-4000  
Fax: 415-576-0300  
MLD/jln  
60835182 v1